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10 **UNITED STATES BANKRUPTCY COURT**
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

11
12 In re Bankr. Case No. 2:22-bk-16483-WB
13 METALLIC BLUE DEVELOPMENT LLC, Chapter 7
14 Debtor. Adv. Case No. _____

15
16 ALL CLAIMS RECOVERY GROUP LLC, a
California limited liability company,

17 Plaintiff,

18 v.

19
20 VICTORIA SEPULVEDA, an individual; and
FORMOST HOLDINGS LLC,

21 Defendants.

22
23 COMPLAINT

24 Plaintiff All Claims Recovery Group LLC (“Plaintiff”), in its own right and on behalf of the
25 bankruptcy estate (the “Estate”) of Metallic Blue Development LLC (the “Debtor”), complaining of
26 defendants Victoria Sepulveda, an individual; and Formost Holdings LLC, (collectively, the
27 “Defendants”), alleges as follows:

28 / / /

NATURE OF ACTION

1. This is an adversary proceeding brought pursuant to Part VII of the Federal Rules of Bankruptcy Procedure to recover certain transfers made by the Debtor to the Defendants and related relief.

2. Plaintiff is informed and believes, and based thereon alleges, that Defendants received transfers from the Debtor as detailed in the attached Exhibits 1 and 2 (the "Transfers"). In exchange for the Transfers, the Defendants did not provide any benefit to the Debtor; to the extent that services were provided in exchange for these transfers, that the services benefitted a third party and not the Debtor. Therefore, Debtor did not receive reasonably equivalent consideration for the Transfers.

3. In the alternative, Plaintiff asserts that to the extent that certain of the Defendants received transfers within the 90-days preceding the Petition Date (or, if that Defendant is determined to be an insider, within the one-year preceding the Petition Date), those transfers were made to a creditor on account of an antecedent debt and permitted the recipient to receive more than they would have in a chapter 7 liquidation, and as such, these transfers are avoidable as preferential transfers.

4. Plaintiff seeks entry of a judgment avoiding the transfers at issue pursuant to 11 U.S.C. §§ 544, 547, and/or 548 and recovering the Transfers pursuant to 11 U.S.C. § 550, and disallowing any claim of the Defendants, including pursuant to 11 U.S.C. § 502(d), until Defendants pay the transfers at issue in full to the Plaintiff.

5. To the extent that any of the Defendants has filed a proof of claim or has a claim listed on Debtor’s schedules as undisputed, liquidated and non-contingent, or has otherwise requested payment from Debtor (collectively, the “Claims”), this Complaint is not intended to be, nor should it be construed as, a waiver of the Estate’s right to object to such Claims for any reason, including, but not limited to any grounds set forth in Sections 502(a) through (j) (“Section 502”) of Title 11 of the United States Code (the “Bankruptcy Code”), and such rights are expressly reserved. Notwithstanding the reservation of rights set forth above, certain relief pursuant to Section 502 is sought by the Plaintiff herein as further stated below.

1 **STATEMENT OF JURISDICTION, VENUE AND PROCEEDINGS**

2 1. The Bankruptcy Court (“Court”) has jurisdiction over this adversary proceeding
3 pursuant to 28 U.S.C. §§ 151, 157 and 1334. This adversary proceeding is a core proceeding
4 pursuant to 28 U.S.C. § 157(b)(2)(A), (E), and (O).

5 2. Venue properly lies in this judicial district in that the civil proceeding arises under
6 title 11 of the United States Code as provided in 28 U.S.C. §§ 1408 and 1409.

7 3. This adversary proceeding arises out of the Debtor’s bankruptcy case. The Court has
8 constitutional jurisdiction to enter a final judgment in this adversary proceeding. To the extent the
9 Court does not have constitutional jurisdiction to enter a final judgment, the Trustee consents to the
10 Court entering a final judgment in this proceeding.

11 **THE PARTIES**

12 4. Plaintiff All Claims Recovery Group LLC is a California limited liability company
13 and is the designee of Blue Orchid Concepts LLC (“Blue Orchid”). As Blue Orchid’s designee, and
14 as described herein, Plaintiff has standing to prosecute any and all claims belonging to the
15 bankruptcy estate of the Debtor by virtue of 11 U.S.C. § 541.

16 5. Defendant Victoria Sepulveda (“Sepulveda”) is an individual who resides and
17 conducts business regularly in the Central District of California.

18 6. Defendant Formost Holding LLC (“Formost”) is a Wyoming limited liability
19 company.

20 7. Sepulveda is the member and/or owner of Formost, and controlled Formost at all
21 relevant times. Many of the checks made out to Formost were endorsed by Sepulveda. On
22 information and belief, the Plaintiff asserts Sepulveda controlled Formost and received the benefit of
23 funds provided to Formost.

24 **GENERAL ALLEGATIONS**

25 **A. Procedural Background**

26 8. On November 28, 2022 (the “Petition Date”), a chapter 7 involuntary petition was filed
27 against Metallic Blue Development LLC (the “Debtor”) by Blue Orchid Concepts LLC or its
28

1 designee (“Blue Orchid”) and the other petitioning creditors John Gonda, Pauline Poon, Vijay A.
2 Vakulabharanam, Satish Nair, Steve Ng, and Phoebe Ng.

3 9. On February 1, 2023, the order for relief (“Order for Relief”) against the Debtor was
4 entered, and on February 7, 2023, Timothy J. Yoo was duly appointed as chapter 7 trustee (the
5 “Trustee”), in which capacity he continues to serve.

6 **B. Historical Background**

7 10. The Debtor was formed in 2018 as a California limited liability company managed by
8 Brian Dozier. The Debtor operated as a real estate investment and development company. Its
9 business model was to manage the purchase, renovation or repositioning, and sale of real property in
10 Southern California.

11 11. In total, the Debtor invested in or managed over 30 separate real estate projects. In a
12 few instances the Debtor held title to the real property in its own name, but in most cases title was
13 held in the name of a related or affiliated entity and the Debtor acted as manager or held some
14 ownership interest in the title-holder.

15 12. To fund its business, the Debtor relied upon investors, which consisted primarily of
16 several hundred “mom-and-pop” individuals who provided millions of dollars of funding to the
17 Debtor by entering into standard template investment agreements that typically promised an
18 approximate 15% return on investment within one year. Often these agreements promised profits
19 from specific properties. Profits from various real estate projects were either paid out to investors or
20 rolled forward into new projects. The Debtor’s investor relations were managed by Scoutpads, LLC
21 (“Scoutpads”) from 2018 and onward.

22 13. Unbeknownst to Scoutpads, when the Debtor received these loans, as a matter of course
23 it would promptly transfer the funds to other entities, use the funds to purchase properties or options
24 to purchase properties in the name of entities that were not owned by the Debtor, or otherwise
25 disburse the funds without receiving reasonably equivalent value in return. In other words, the
26 Debtor would accept funds from a lender and then immediately or shortly thereafter transfer the loan
27 monies while retaining the debt obligation. As a result, the Debtor’s liabilities exceeded its assets as
28 a matter of course, as such the Debtor was insolvent at all times relevant to this Complaint.

1 14. Beginning in or around late 2021, the Debtor's pattern of funding projects and
2 communicating regarding progress of such projects noticeably changed. In particular, the Debtor
3 ceased communications with Scoutpads, which prevented Scoutpads from effectively
4 communicating with the Debtor's investors on its behalf.

5 15. In mid-2022, the Debtor stopped responding to investor inquiries and requests for
6 repayment on debts due and owing as well as requests for simple status updates on individual
7 investments. In turn, Scoutpads received numerous complaints from investors regarding the
8 Debtor's—specifically Brian Dozier's—complete and utter failure to communicate with investors.

9 16. The Debtor also stopped paying Scoutpads, and as of the Petition Date, Scoutpads was
10 (and remains) owed over \$3.5 million on account of investor relations work it performed for the
11 Debtor.

12 17. During this time, multiple of the Debtor's investment properties had been foreclosed
13 upon or had been involved in bankruptcy proceedings, but the Debtor had not advised any of the
14 relevant investors of these material updates impacting their investments. Specifically, no less than
15 four bankruptcy cases were commenced related to properties where the Debtor had an ownership
16 interest or was acting as manager. The Debtor employed the same attorney in the majority of these
17 bankruptcy cases, and appears to have filed these cases as tactics to delay the respective secured
18 creditors' inevitable collection efforts, as follows:

- 19 • *In re Sashay Sand LLC*, 2:22-bk-14332-WB (C.D. Cal.) (dismissed with a 180-day
20 bar to refiling)
- 21 • *In re Strategic Equity Investors, LLC*, 2:22-bk-14746-BB (C.D. Cal.) (dismissed
22 voluntarily by debtor because creditor obtained relief from the automatic stay)
- 23 • *In re Coin Connect, LLC*, 2:22-bk-13208-NB (C.D. Cal.) (dismissed for debtor's
24 failure to participate in bankruptcy case)
- 25 • *In re Thompson Falls, LLC*, 2:23-bk-11092-DS (C.D. Cal.) (dismissed for debtor's
26 failure to appear at 341(a) hearing)

27 18. In fact, as of year-end 2022, the Debtor had a negative equity value of approximately
28 \$549,300.

1 19. Ultimately, an involuntary petition for bankruptcy relief was filed against the Debtor,
2 with Blue Orchid—an affiliate of Scoutpads—acting as one of the petitioning creditors.

3 **C. Plaintiff's Standing to Prosecute this Action**

4 20. After entry of the Order for Relief, the Trustee began his investigation into the business
5 and financial affairs of the Debtor, and identified numerous recipients of potentially avoidable
6 transfers of property belonging to the Debtor.

7 21. On June 14, 2024, the Court entered an order authorizing the Trustee to sell and assign
8 any and all claims held by the Debtor's bankruptcy estate to Blue Orchid or its designee—which
9 designee is All Claims Recovery Group, LLC. See Order Granting Chapter 7 Trustee's Motion for
10 an Order Approving Sale and Settlement of Claims [Bk. Doc. 205] (the “Sale Order”).

11 22. Accordingly, the Plaintiff has standing to pursue these claims for the ultimate benefit of
12 the Debtor's estate, which estate is comprised of the numerous investors defrauded by the Debtor,
13 among others.

14 **D. Defendants' Relationship with the Debtor and Transfers Received**

15 23. Sepulveda shares close ties with the Debtor and should be considered an insider of the
16 Debtor. Sepulveda is, and at all relevant times was the girlfriend and business associate of Brian
17 Dozier, the manager of the Debtor. By extension, Formost also is an insider of the Debtor.

18 24. Plaintiff is informed and believes, and based thereon alleges, that Sepulveda received,
19 or was the direct and intended beneficiary of, transfers from the Debtor totaling at least \$4,000.00 as
20 detailed in Exhibit 1, within 2 years of the Petition Date (“2 Year Sepulveda Transfers”).

21 25. Plaintiff is further informed and believes, and based thereon alleges, that Sepulveda
22 received or was the direct and intended beneficiary of, additional transfers from the Debtor totaling
23 at least \$826,900.00 as detailed in Exhibit 1, between 2 and 4 years preceding the Petition Date (“4
24 Year Sepulveda Transfers” and collectively with the 2 Year Sepulveda Transfers, the “Sepulveda
25 Transfers”), which brings the total of the Sepulveda Transfers to \$830,900.00.

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1 26. Plaintiff is informed and believes, and based thereon alleges, that Formost received, or
2 was the direct and intended beneficiary of, transfers from the Debtor totaling at least \$211,000.00 as
3 detailed in Exhibit 2, within 2 years of the Petition Date (“2 Year Formost Transfers,” and together
4 with the 2 year Sepulveda Transfers, the “2 Year Transfers”).

5 27. Plaintiff is further informed and believes, and based thereon alleges, that Formost
6 received or was the direct and intended beneficiary of, additional transfers from the Debtor totaling
7 at least \$1,380,900.00 as detailed in Exhibit 2, between 2 and 4 years preceding the Petition Date (“4
8 Year Formost Transfers” and collectively with the 2 Year Formost Transfers, the “Formost
9 Transfers”), which brings the total of the Formost Transfers to \$1,591,900.00.

10 28. Sepulveda is either a subsequent transferee of the Formost Transfers or the person for
11 whose benefit the Formost Transfers were made.

12 29. Plaintiff is informed and believes, and based thereon alleges, that the Debtor did not
13 receive reasonably equivalent value in exchange for the Transfers.

14 30. To the extent that the Defendants or any person or entity on the Defendants’ behalf
15 performed services in exchange for the Transfers, those services were for the benefit of third parties
16 and not for the Debtor.

17 31. In addition to the identified Transfers, Plaintiff is informed and believes that the Debtor
18 made payments to third parties for services that benefitted the Defendants (and not the Debtor).

19 **FIRST CLAIM FOR RELIEF**

20 **For Avoidance and Recovery of Fraudulent Transfers (Actual Fraud) Against All Defendants**

21 **[11 U.S.C. §§ 544, 548 and California Civil Code §§ 3439.04(a)(1) and 3439.07]**

22 32. Plaintiff re-alleges and incorporates by reference the allegations set forth in the
23 preceding paragraphs of this Complaint as if fully set forth herein.

24 33. Plaintiff is informed and believes and thereon alleges that during the four-year period
25 immediately preceding the Petition Date, the Debtor made the Transfers to Defendants, on the dates
26 and in the amounts set forth herein with the actual intent to delay, hinder or defraud the Debtor’s
27 creditors.

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1 34. Plaintiff is further informed and believes and thereon alleges that during the two-year
2 period immediately preceding the Petition Date, the Debtor made the 2 Year Transfers to
3 Defendants, on the dates and in the amounts set forth herein with the actual intent to delay, hinder or
4 defraud the Debtor's creditors.

5 35. By reason of the foregoing, the Transfers are avoidable pursuant to 11 U.S.C. §§ 544,
6 548 and/or Civil Code § 3439.04(a)(1) and 3439.07.

SECOND CLAIM FOR RELIEF

For Avoidance and Recovery of Fraudulent Transfers (Constructive Fraud) Against All Defendants

[11 U.S.C. §§ 544 and 548 and California Civil Code §§ 3439.04(a)(2) or and 3439.07]

1 36. Plaintiff realleges each and every allegation contained in the preceding paragraphs of
2 this Complaint and by this reference incorporates said allegations as though set forth fully herein.

3 37. Plaintiff is informed and believes and thereon alleges that during the four-year period
4 immediately preceding the Petition Date Debtor made the Transfers listed herein to Defendants.
5 Each of the Transfers made during the four-year period immediately preceding the Petition Date was
6 made without Debtor receiving a reasonably equivalent value in exchange for such transfer and: (i)
7 at a time when Debtor was insolvent or as a result of which Debtor became insolvent; or (ii) at a time
8 that Debtor was engaged in a business or a transaction, or was about to engage in a business or a
9 transaction, for which any property remaining with Debtor was an unreasonably small capital; or (iii)
20 at a time when Debtor intended to incur, or believed or should reasonably have believed that Debtor
21 would incur, debts that would be beyond Debtor's ability to pay as such debts matured.

22 38. By virtue of the foregoing, the Plaintiff may avoid the Transfers as fraudulent transfers
23 pursuant to 11 U.S.C. §§ 544 and 548 and/or California Civil Code §§ 3439.04(a)(2) and 3439.07.

THIRD CLAIM FOR RELIEF

For Avoidance and Recovery of Preferential Transfers Against Defendants

[11 U.S.C. § 547]

27 39. Plaintiff realleges each and every allegation contained in the preceding paragraphs of
28 this Complaint and by this reference incorporates said allegations as though set forth fully herein.

1 40. The Plaintiff is informed and believes and based thereon alleges that, within the one year
2 preceding the Petition Date, the Debtor paid \$16,000 to Formost as detailed in Exhibit 2, (together,
3 the “Preferential Transfers”).

4 41. Each of the Preferential Transfers, constitutes a “transfer” within the meaning of 11
5 U.S.C. §101(54) of the Bankruptcy Code.

6 42. At the minimum, Sepulveda and Formost are non-statutory insiders. In particular,
7 Sepulveda has a relationship with Mr. Dozier and the Debtor that is sufficiently close that her
8 conduct should be subject to closer scrutiny than those dealing with Debtor at arm’s length. Due to
9 her relationship with Mr. Dozier, Sepulveda exercises such control or influence over Mr. Dozier and
10 the Debtor that her transactions with the Debtor, both on her own behalf and on behalf of Formost,
11 are not arms-length.

12 43. In the alternative, the Plaintiff alleges that the Preferential Transfers were made for the
13 benefit of a creditor of the Debtor who was an insider at the time of the transfer.

14 44. The Plaintiff alleges that the Preferential Transfers were made for or on account of an
15 antecedent debt owed by the Debtor before each of the Preferential Transfers were made.

16 45. The Plaintiff alleges that the Debtor made the Preferential Transfers while the Debtor
17 was insolvent.

18 46. Pursuant to 11 U.S.C. §547(f) a debtor is presumed to be insolvent within the ninety
19 days preceding the filing of a petition for relief. In addition, the Plaintiff alleges that the Debtor was
20 insolvent at all times relevant to this complaint as described above.

21 47. The Plaintiff alleges that the Preferential Transfers were made within the one-year
22 preceding the Petition Date.

23 48. The Plaintiff alleges that as a result of the Preferential Transfers, Sepulveda and
24 Formost received more than they would have received if: (i) the Bankruptcy Case was a case under
25 chapter 7 of the Bankruptcy Code; (ii) the Preferential Transfers had not been made; and (iii) they
26 received payment of such debt to the extent provided by the provisions of the Bankruptcy Code.

27 49. By virtue of the foregoing, the Plaintiff may avoid the Transfers as preferential transfers
28 pursuant to 11 U.S.C. § 547.

FOURTH CLAIM FOR RELIEF

Recovery of Avoided Transfers Against Defendants

[11 U.S.C. §§ 544, 550(a)(1) and (2) and California Civil Code § 3439.07]

50. Plaintiff realleges each and every allegation contained in the preceding paragraphs of this Complaint and by this reference incorporates said allegations as though set forth fully herein.

51. By reason of the foregoing, Plaintiff is entitled to recover for the benefit of the Estate the Transfers from Defendants pursuant to 11 U.S.C. §§ 544, 550(a), and/or California Civil Code § 3439.07.

FIFTH CLAIM FOR RELIEF

Claim Disallowance Against Defendants

[11 U.S.C. § 502]

52. Plaintiff realleges each and every allegation contained in the preceding paragraphs of this Complaint and by this reference, incorporates said allegations as though set forth fully herein.

53. Each of the Defendants is a transferee of transfers avoidable under Sections 544, 547, or 548 of the Bankruptcy Code and is an entity from whom property is recoverable under Section 550 of the Bankruptcy Code.

54. Each of the Defendants has not paid the amount of the transfers for which that Defendant is liable under Section 550 of the Bankruptcy Code.

55. Pursuant to 11 U.S.C. § 502(d), any and all Claims of the Defendants against the Debtor's Estate must be disallowed until such time as Defendants pay to Plaintiff an amount equal to the aggregate amount of all the Transfers, plus interest thereon and costs.

56. Pursuant to 11 U.S.C. § 502(j), any and all Claims of the Defendants, and/or their assignee, against the Debtor's Estate previously allowed by the Debtor or the Trustee, must be reconsidered and disallowed until such time as the Defendants pay to the Plaintiff an amount equal to the aggregate amount of all the Transfers, plus interest thereon and costs.

1 **SIXTH CLAIM FOR RELIEF**

2 **Unjust Enrichment Against All Defendants**

3 57. Plaintiff realleges each and every allegation contained in the preceding paragraphs of
4 this Complaint and by this reference, incorporates said allegations as though set forth fully herein.

5 58. On information and belief, the Debtor conferred a benefit on each of the Defendants by
6 paying the Transfers and/or paying for services that ultimately benefited the Defendants.

7 59. The Defendants have accepted or retained the benefits conferred upon them by the
8 Debtor.

9 60. Sepulveda caused Formost to receive and retain the benefits conferred upon it by the
10 Debtor and herself received benefits from these transfers as a result of her ownership and/or control
11 of Formost.

12 61. Defendants' receipt and retention of the Transfers or the services is inequitable and
13 unjust without paying the Debtor what is owed on account of those Transfers or services.

14 62. Accordingly, the Defendants should pay the above sums to the Debtor for the benefits
15 unjustly conferred to those Defendants.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff prays for judgment against the Defendants as follows:

18 A. On the First Claim for Relief, that the Transfers be avoided for the benefit of the
19 Estate;

20 B. On the Second Claim for Relief, that the Transfers be avoided for the benefit of the
21 Estate;

22 C. On the Third Claim for Relief, that the Preferential Transfers be avoided for the
23 benefit of the Estate;

24 D. On the Fourth Claim for Relief, to recover the value of the Preferential Transfers
25 and/or the Transfers, from Defendants, for the benefit of the Estate, in the combined amount of
26 \$2,422,800.00, plus interest at the maximum legal rate from the date of the Transfers, or such other
27 amount as shall be shown by proof at trial;

1 E. On the Fifth Claim for Relief, for disallowance of Defendants' Claims against the
2 Debtor;

3 F. On the Sixth Claim for Relief, for recovery of the benefits conferred, in an amount to
4 be proved at trial, and in at least the amount of the Transfers, for the benefit of the Estate;

5 G. As to All Claims for Relief, the Plaintiff reserves the right to amend according to
6 proof at the time of trial, and seeks:

- 7 i. Pre-judgment interest and post-judgment interest;
- 8 ii. Punitive and exemplary damages for all claims for which such damages may
9 be awarded under applicable law;
- 10 iii. Reasonable attorneys' fees and costs permitted under applicable law;
- 11 iv. Such other and further relief as is just and proper.

12 DATED: January 31, 2025

BG LAW LLP

13 By: /s/ Jessica L. Bagdanov

14 Jason B. Komorsky
15 Jessica L. Bagdanov
16 Ashley M. Teesdale
17 Attorneys for All Claims Recovery Group LLC

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EXHIBIT “1”

Exhibit 1
Transfers

Bank Account	Type	Amount	Date	Recipient	Check Number
9844	Check	\$1,300.00	12/7/18	Victoria Sepulveda	1033
9844	Check	\$12,000.00	12/19/18	Victoria Sepulveda	1115
9844	Check	\$10,000.00	1/16/19	Victoria Sepulveda	1162
9844	Wire or ACH	\$1,500.00	2/5/2019	Victoria Sepulveda	
9844	Check	\$9,000.00	2/14/19	Victoria Sepulveda	1192
9844	Check	\$6,000.00	3/22/19	Victoria Sepulveda	1207
9844	Check	\$1,000.00	8/6/19	Victoria Sepulveda	1490
9844	Check	\$5,000.00	8/12/19	Victoria Sepulveda	1497
9844	Check	\$5,000.00	8/20/19	Victoria Sepulveda	1516
9844	Check	\$5,000.00	8/21/19	Victoria Sepulveda	1519
9844	Check	\$3,000.00	10/2/19	Victoria Sepulveda	1649
9844	Check	\$2,000.00	11/14/19	Victoria Sepulveda	1712
9844	Check	\$2,000.00	11/15/19	Victoria Sepulveda	1714
9844	Check	\$3,000.00	11/18/19	Victoria Sepulveda	1724
9844	Check	\$2,000.00	12/3/19	Victoria Sepulveda	1778
9844	Check	\$10,000.00	12/30/19	Victoria Sepulveda	3038
9844	Check	\$5,000.00	6/18/20	Victoria Sepulveda	3334
9844	Check	\$1,000.00	10/23/20	Victoria Sepulveda	3492
9844	Check	\$4,000.00	6/2/21	Victoria Sepulveda	3748

Transfer Totals	
90-Day	\$0.00
1-Year	\$0.00
2-Year	\$4,000.00
4-Year	\$830,900.00

EXHIBIT “2”

Exhibit 2
Transfers

Bank					Check Number
Account	Type	Amount	Date	Recipient	
9844	Check	\$40,000.00	12/4/18	Formost Holdings LLC	1043
9844	Check	\$1,500.00	12/7/18	Formost Holdings LLC	1035
9844	Check	\$5,000.00	12/11/18	Formost Holdings LLC	1106
9844	Check	\$12,000.00	12/19/18	Formost Holdings LLC	1114
9844	Check	\$4,500.00	12/31/18	Formost Holdings LLC	1154
9844	Wire or ACH	\$13,000.00	1/10/2019	Formost Holdings LLC	N/A
9844	Wire or ACH	\$9,000.00	2/15/2019	Formost Holdings LLC	N/A
9844	Wire or ACH	\$30,000.00	2/21/2019	Formost Holdings LLC	N/A
9844	Check	\$30,000.00	3/1/19	Formost Holdings LLC	1087
9844	Check	\$6,000.00	3/4/19	Formost Holdings LLC	1084
9844	Check	\$4,700.00	3/8/19	Formost Holdings LLC	1059
9844	Check	\$25,000.00	3/15/19	Formost Holdings LLC	1067
9844	Check	\$30,000.00	3/20/19	Formost Holdings LLC	1212
9844	Check	\$57,000.00	3/21/19	Formost Holdings LLC	1208
9844	Check	\$26,000.00	3/25/19	Formost Holdings LLC	1204
9844	Check	\$2,500.00	3/29/19	Formost Holdings LLC	1236
9844	Check	\$12,000.00	4/2/19	Formost Holdings LLC	1227
9844	Check	\$30,000.00	4/8/19	Formost Holdings LLC	1244
9844	Check	\$5,000.00	4/18/19	Formost Holdings LLC	1253
9844	Check	\$7,000.00	4/18/19	Formost Holdings LLC	1267
9844	Check	\$4,000.00	4/24/19	Formost Holdings LLC	1274
9844	Check	\$10,000.00	5/3/19	Formost Holdings LLC	1304
9844	Check	\$15,000.00	5/14/19	Formost Holdings LLC	1318
9844	Check	\$20,000.00	5/15/19	Formost Holdings LLC	1319
9844	Check	\$5,000.00	5/16/19	Formost Holdings LLC	1326
9844	Check	\$20,000.00	5/21/19	Formost Holdings LLC	1335
9844	Check	\$85,000.00	5/29/19	Formost Holdings LLC	1348
9844	Check	\$9,000.00	6/19/19	Formost Holdings LLC	1390
9844	Check	\$4,500.00	6/20/19	Formost Holdings LLC	1402
9844	Check	\$2,500.00	6/21/19	Formost Holdings LLC	1397
9844	Check	\$6,000.00	6/21/19	Formost Holdings LLC	1400
9844	Check	\$20,000.00	7/1/19	Formost Holdings LLC	1413
9844	Wire or ACH	\$25,000.00	7/3/2019	Formost Holdings LLC	N/A
9844	Check	\$30,000.00	7/3/19	Formost Holdings LLC	1414
9844	Check	\$10,000.00	7/22/19	Formost Holdings LLC	1465
9844	Check	\$10,000.00	8/21/19	Formost Holdings LLC	1518
9844	Wire or ACH	\$6,000.00	8/30/19	Formost Holdings LLC	N/A
9844	Check	\$4,700.00	8/30/19	Formost Holdings LLC	1536

Bank					Check Number
Account	Type	Amount	Date	Recipient	
9844	Check	\$2,500.00	9/4/19	Formost Holdings LLC	1592
9844	Check	\$700.00	9/4/19	Formost Holdings LLC	1593
9844	Check	\$1,700.00	9/6/19	Formost Holdings LLC	1525
9844	Wire or ACH	\$17,500.00	9/25/19	Formost Holdings LLC	N/A
9844	Check	\$11,000.00	10/3/19	Formost Holdings LLC	1654
9844	Check	\$4,000.00	10/10/19	Formost Holdings LLC	1682
9844	Check	\$1,000.00	10/10/19	Formost Holdings LLC	1685
9844	Check	\$15,000.00	10/28/19	Formost Holdings LLC	1554
9844	Check	\$2,100.00	11/5/19	Formost Holdings LLC	1568
9844	Check	\$30,000.00	11/19/19	Formost Holdings LLC	1727
9844	Check	\$15,000.00	11/20/19	Formost Holdings LLC	1733
9844	Check	\$15,000.00	11/20/19	Formost Holdings LLC	1734
9844	Check	\$15,000.00	11/26/19	Formost Holdings LLC	1756
9844	Wire or ACH	\$15,000.00	11/29/19	Formost Holdings LLC	N/A
9844	Wire or ACH	\$30,000.00	12/4/19	Formost Holdings LLC	N/A
9844	Check	\$15,000.00	12/16/19	Formost Holdings LLC	3002
9844	Check	\$10,000.00	12/17/19	Formost Holdings LLC	3006
9844	Check	\$15,000.00	1/8/20	Formost Holdings LLC	3084
9844	Check	\$15,000.00	2/11/20	Formost Holdings LLC	3114
9844	Check	\$7,000.00	2/20/20	Formost Holdings LLC	3113
9844	Check	\$20,000.00	3/2/20	Formost Holdings LLC	3134
9844	Check	\$30,000.00	3/6/20	Formost Holdings LLC	3156
9844	Check	\$15,000.00	3/16/20	Formost Holdings LLC	3169
9844	Wire or ACH	\$25,000.00	3/18/20	Formost Holdings LLC	N/A
9844	Check	\$125,000.00	3/19/20	Formost Holdings LLC	3177
9844	Wire or ACH	\$55,000.00	6/24/20	Formost Holdings LLC	N/A
9844	Wire or ACH	\$15,000.00	6/30/20	Formost Holdings LLC	N/A
9844	Wire or ACH	\$40,000.00	7/2/20	Formost Holdings LLC	N/A
9844	Wire or ACH	\$10,000.00	7/10/20	Formost Holdings LLC	N/A
9844	Wire or ACH	\$10,000.00	7/10/20	Formost Holdings LLC	N/A
9844	Wire or ACH	\$9,000.00	7/29/20	Formost Holdings LLC	N/A
9844	Wire or ACH	\$50,000.00	8/3/20	Formost Holdings LLC	N/A
9844	Check	\$15,000.00	8/4/20	Formost Holdings LLC	3405
9844	Wire or ACH	\$15,000.00	8/26/20	Formost Holdings LLC	N/A
9844	Wire or ACH	\$15,000.00	9/28/20	Formost Holdings LLC	N/A
9844	Check	\$7,500.00	9/28/20	Formost Holdings LLC	3472
9844	Check	\$8,000.00	10/13/20	Formost Holdings LLC	3457
9844	Check	\$10,000.00	10/30/20	Formost Holdings LLC	3493
9844	Check	\$12,000.00	11/23/20	Formost Holdings LLC	3521
9844	Check	\$20,000.00	11/25/20	Formost Holdings LLC	3529

Bank					Check Number
Account	Type	Amount	Date	Recipient	
9844	Check	\$15,000.00	12/18/20	Formost Holdings LLC	3555
0473	Check	\$12,000.00	1/8/21	Formost Holdings LLC	5496
9844	Wire or ACH	\$15,000.00	2/1/21	Formost Holdings LLC	N/A
9844	Check	\$40,000.00	2/5/21	Formost Holdings LLC	3593
9844	Wire or ACH	\$20,000.00	2/16/21	Formost Holdings LLC	N/A
9844	Wire or ACH	\$20,000.00	2/26/21	Formost Holdings LLC	N/A
9844	Wire or ACH	\$11,000.00	4/5/21	Formost Holdings LLC	N/A
9844	Wire or ACH	\$15,000.00	5/18/21	Formost Holdings LLC	N/A
9844	Check	\$3,000.00	7/1/21	Formost Holdings LLC	3714
9844	Check	\$10,000.00	7/9/21	Formost Holdings LLC	3771
9844	Wire or ACH	\$12,000.00	7/23/21	Formost Holdings LLC	N/A
9844	Wire or ACH	\$6,000.00	8/19/21	Formost Holdings LLC	N/A
9844	Wire or ACH	\$7,000.00	9/3/21	Formost Holdings LLC	N/A
9844	Wire or ACH	\$3,000.00	9/16/21	Formost Holdings LLC	N/A
9844	Check	\$6,000.00	10/4/21	Formost Holdings LLC	3857
9844	Check	\$6,000.00	11/17/21	Formost Holdings LLC	3896
9844	Check	\$10,000.00	12/1/21	Formost Holdings LLC	3918

Transfer Totals	
90-Day	\$0.00
1-Year	\$16,000.00
2-Year	\$211,000.00
4-Year	\$1,591,900.00